

CONTRA COSTA TELEVISION (CCTV)



OPERATING POLICY AND PROCEDURES

OFFICE OF COMMUNICATIONS & MEDIA

MISSION: Contra Costa Television (CCTV), A Governmental/Educational Access channel, is a public service of the Board of Supervisors committed to producing and televising quality programming on issues of countywide interest or concern.

A. PURPOSE OF ACCESS AND ELIGIBILITY

1. Governmental Access is intended to make cable available for use by local governments. Access is made available upon requests submitted in accordance with the established criteria and procedure herein, to:
 - a. Local government bodies and agencies (other than educational), including their advisory boards, commissions, and committees, located in Contra Costa County for use in connection with official government activities.
 - b. State and Federal government bodies and agencies (other than educational) for use in connection with their official government activities that affect the interests of the citizens of Contra Costa County.
 - c. Officials and representatives of the above for use in their official government activities. This includes State and Federal legislators who represent the districts in Contra Costa County.

However, use of government access for political advertising or to promote or oppose a candidate for public office is not permissible Government Access use.

2. Educational Access is intended for use by local public educational institutions for transmission of instructional programming and other educational purposes. Access is made available, upon request submitted in accordance with the criteria and procedures herein, to:
 - a. Educational institutions and authorities located in Contra Costa County.
 - b. State educational authorities and agencies.
 - c. Officials and representatives of the above.

The purpose of the use must be transmission of public instructional programming or for other educational purposes.

B. GOVERNMENTAL / EDUCATIONAL ACCESS REQUESTS

1. Request for Use of CCTV Airing Time, Facilities or Equipment:
Requests must be made in writing by an eligible applicant to the Director of the Office of Communications & Media. Program requests should be made on Form A (attached).
2. Charge for Use of CCTV Airing Time, Facilities or Equipment:
CCTV will not charge eligible applicants for the use of channel time, facilities or equipment when the applicant is producing a program for airing on the Governmental/Educational Access channel.

C. PROGRAM REVIEW

1. Evaluation Criteria: Programs submitted from eligible applicants for airing on CCTV will be evaluated to determine if the proposed program is:
 - a. of countywide interest,
 - b. of a governmental or educational nature,
 - c. of broadcast quality, and
 - d. within acceptable community standards and mores.

D. PROGRAM CONTENT

1. Program Criteria: Program content will be reviewed for the following:
 - a. The program shall contain no obscene or indecent matter;
 - b. The program shall contain no libelous or slanderous matter;
 - c. The program shall contain no matter, the use of which is subject to copyright, except where the applicant demonstrates compliance with applicable laws;
 - d. Except as provided in "f" below the program shall contain no commercial matter. "Commercial matter" shall include: (i) any advertising material designed to promote the sale of any products or services, including advertising by or behalf of candidates for public office; (ii) any audio or visual reference to any business enterprises, service or product for which any economic consideration was received by anyone in exchange for the display, announcement and/or reference to such business, enterprise, product or service, or (iii) any material used or designed for use to solicit funds, support or other property of value, directly or indirectly, for any business or enterprise for commercial purposes, or for any political party or candidate for office; and
 - e. The program shall contain no advertisement of or information concerning any lottery, gift enterprise, or similar scheme offering prizes drawn or awarded by means of any such lottery, gift enterprise or scheme, whether said list contains any part or all of such prizes.

- f. It is recognized that grants and/or other types of support may be made available to individuals, groups or entities for the purpose of underwriting the cost of production. In such instances, a standard "patron's acknowledgment" may be placed at the end of the subject presentation (e.g., "This program was made possible by a contribution from the XYZ Corporation").

E. USE OF PRODUCTION FACILITIES AND EQUIPMENT

1. Scheduling Use of the Production Facility and/or Equipment:
Following approval by the Director of the Office of Communications & Media of a request to use the facility or equipment, and subject to availability, the Production Manager will be responsible for scheduling the use of the facility and equipment on a first-come, first-serve basis. Users will be required to sign the appropriate form(s). (See Forms "B" and "C" attached.)
2. Responsibility for the Production Facility and/or Equipment:
The individual or group using the facility will bear all costs for repairing any damage done to the facility during their use. The individual or group checking out the equipment will bear all costs if the equipment must be repaired or replaced due to damage, theft or abuse. CCTV may refuse to allow use of the facility or equipment to individuals or groups who have misused the facility or equipment, failed to return equipment on time, or in any way abused the privilege.
3. Rental of Facility: In the event that groups other than governmental or educational request use of the facility to produce programming or an eligible governmental or educational group requests use of the facility to produce a program which can not be aired on CCTV, either group will be subject to procedures detailed in the County Administrative Bulletin entitled "County Services" No. 3.1 dated 10/9/74 including any subsequent amendments thereto. These groups will be required to pay the appropriate rental fees and sign the "Temporary Permit to Use County Facility" Form. (See attached.)

F. CCTV SERVICES

1. Tape and DVD Duplication: For a reasonable fee, CCTV can make duplications of material that has been produced by CCTV or can be duplicated under provisions of fair use. (See "Rate Card." or "Duplication Request Form.")
2. Production Services: CCTV is available to provide production services on an "as available" basis. A production agreement will be drafted and signed by both parties and reviewed by County Counsel. A reasonable rate, sufficient to cover County costs and overhead, will be charged pursuant to the policies described in Section E, "Use of County Facilities," above.

G. PROGRAMMING DURING AN ELECTION CYCLE

1. Voter Education Forums:

Within an election cycle, 45 days immediately before a primary or special election or 60 days immediately before a general election on which a candidate/issue may appear, only independent, inclusive events which cover or affect a large portion of the County may be aired where:

- a. All candidates/sides are invited to participate;
- b. An independent moderator leads the program;
- c. Questions are not pre-screened unless the event is covered live; (For live coverage, indecent or obscene questions cannot be aired.) and
- d. The event is open to the public with occasional restrictions due to limited space.

2. Candidate Appearances:

Within the above stated election cycles, no event coverage may be aired where a candidate appears as a participant, unless the event is part of the candidate's official governmental duties.

H. APPEALS PROCESS

1. Written Appeal: In the event an applicant wishes to appeal the decision of the Director of the Office of Communications & Media to deny the request, a written appeal can be made, within ten days after the initial request has been denied, to the County Administrator with a copy to the Director of the Office of Communications & Media.

If the County Administrator denies the appeal, a written appeal for review of the request can be made, within ten days after such subsequent denial, to the Board of Supervisors with a copy to the County Administrator and the Director of the Office of Communications & Media.



TEMPORARY PERMIT TO USE COUNTY FACILITY

OFFICE OF COMMUNICATIONS & MEDIA

Form "C"

Permission to use County facility shown in red on the attached drawing for the purpose of

is hereby given to the undersigned Permittee subject to the following terms and conditions:

1. Use of the facility shall commence on _____ and end on _____ and upon receipt of a rental fee of _____ in the form of a certified check or money order payable to Contra Costa County – CCTV and delivered to the Office of Communications & Media Director or designee prior to the day of rental.
2. This permission shall not be transferred or assigned without the prior written consent of the County.
3. Upon termination of this permit, Permittee agrees to restore the facility to the condition it was prior to their use and to leave the premises in neat, clean and orderly condition. Upon failure so to do, work may be performed by the County at Permittee's expense, which expense Permittee agrees to pay to the County upon demand.
4. Permittee agrees to repair or replace at Permittee's expense any damages to the facility or equipment that may occur due to the Permittee's use of the facility.
5. Permittee certifies that the programming produced using this facility will not be obscene and otherwise, in any manner, in violation of any applicable laws.
6. Permittee agrees to defend, indemnify and hold harmless the County, its boards, commissions, officers, and employees from any and all claims, demands, costs, damages, losses, actions, causes of action or judgments which County may pay or be required to pay by reason of any damage, injury or death to any person or property suffered by any person, firm or corporation arising out of or in connection with Permittee's use of CCTV's facility.
7. Permittee agrees to provide the County with a certificate of insurance from their insurance carrier prior to use of the facility showing single limit liability insurance coverage in the minimum amount of \$500,000.00 with a rider showing that said insurance will cover the premises herein described and naming the County, it's officers, employees and agents as additional insured and requiring thirty (30) days written notice of policy lapse or cancellation.
8. Occupancy and use of the facility is subject to the execution and approval of this agreement which should be delivered to the Office of Communications & Media Director.
9. This permission may be revoked or suspended if justifiable complaints of "nuisance" (e.g. dust, noise or invasion of privacy) are received from occupants or owners of nearby facilities or in the event of a breach of any of the terms and conditions herein, or in the event that the Permittee uses the facility for any purposes not expressly specified in this permit.

PERMITTEE

CONTRA COSTA COUNTY

By: _____
Date: _____

Date: _____



OFFICE OF COMMUNICATIONS & MEDIA

Form "B"

EQUIPMENT USAGE AGREEMENT

The borrower has inspected the equipment listed on the attached form and has found it to be in proper working order except as expressly noted below:

In return for the use of this equipment free of any charge, the borrower or borrowing organization agrees to completely reimburse Contra Costa County - CCTV monies for the cost of any repairs, including charges for parts, which are necessitated by any damage to the above equipment occurring during the time it is in the borrower's possession, if the damage, in the sole judgment of the CCTV Production Manager, is due to negligence or intentional damage on the part of the borrower. Additionally, if any piece of equipment checked out to the borrower is lost, stolen or damaged beyond repair due to negligence or intentional damage on the part of the borrower or borrowing organization, they hereby agree to reimburse the Contra Costa County - CCTV for the full cost of replacing that piece of equipment. If any piece of equipment checked out to the borrower is lost, stolen or damaged while in the borrower's possession or control under circumstances covered by insurance carried by the borrower, borrower hereby agrees to cooperate with the Office of Community & Media in filing appropriate claims for repairs or replacement of the equipment with borrower's insurance carrier. It is also understood that the equipment will only be used for the project specified on the equipment request form. It is understood that equipment cannot be used in violation of any law including the U.S. copyright laws. It is also understood that equipment cannot be used in any way for personal profit or remuneration. All defects in equipment must be reported directly to the Office of Communications & Media Director. Failure to comply with all provisions of this agreement can result in the loss of future use of County equipment.

Borrower's Signature

Department

Date

(CCTV) Video Unit Supervisor

Date

Comments regarding the condition of equipment upon check-in by a staff member:

Staff's Signature

Date



OFFICE OF COMMUNICATIONS & MEDIA

Form "A"

Program Airing Request

Application for Cablecast on Contra Costa Television (CCTV)

Name of Applicant: _____

Address of Applicant: _____

Home Telephone: _____ **Business Telephone:** _____

Name of group, organization or other entity on whose behalf application is made, if any:

Use of Community Channel is requested on:

1st Choice: _____
(date) / (time) (length of program) / (number of weeks)

2nd Choice: _____
(date) / (time) (length of program) / (number of weeks)

3rd Choice: _____
(date) / (time) (length of program) / (number of weeks)

Description of Program: _____

Applicant hereby applies to CCTV for use of the Governmental/ Educational channel, on the following terms and conditions:

- 1. Applicant is submitting with this application a prerecorded program which Applicant desires to have cablecast.**
- 2. Applicant represents that (s)he has read CCTV Operating Policy and Procedures, and hereby agrees to abide by the terms and conditions contained therein.**

3. Applicant represents that (s)he is aware of the restrictions on "Program Content" set forth in Section D of the CCTV Operating Policy and Procedures and represents that the program does not violate any of those restrictions.

4. Applicant represents that (s)he has made all appropriate arrangements with, and has obtained, without limitation, all necessary licenses and/or clearances from broadcast stations, sponsors, music licensing organizations, performers' representatives, copyright holders and any and all other persons (natural or otherwise) as are necessary to lawfully transmit program material over CCTV's Channel.

5. If the cablecast contains copyrighted material, attach title of copyrighted works, names of authors and/or composers and documentation showing clearance from the copyrighted owner and/or licensing agent.

6. Applicant hereby agrees to hold CCTV harmless from any and all loss, liability, damage or other injury (including the reasonable costs of litigation or the defense of any claim) CCTV may suffer as a result of claims, demands, costs or judgment against CCTV arising out of or in connection with Applicant's use of CCTV's channel, including, but not limited to, the failure to comply with any applicable local, state or federal laws, rules, regulations or other requirements; and claim for libel, slander or the invasion of privacy; any claim of infringement of common law or statutory copyright; any claim for the unauthorized use of any trademark, trade name or service mark; any claim for breach of contractual or other obligations owing to third parties by CCTV and for any other claim.

7. Applicant hereby waives any claim or right against CCTV resulting from the loss, destruction or damage to any videotape submitted by Applicant or resulting from the failure or refusal to cablecast the videotape or cablecast it at the scheduled time. Further, Applicant hereby releases CCTV from all such claims. Applicant hereby represents that the videotape submitted by him has no economic value other than the value assigned the videotape on which any information is recorded.

8. Further, Applicant understands that its NAME and MAILING ADDRESS WILL BE MAINTAINED at CCTV's offices and may be made available to members of the public, including governmental agencies, upon reasonable request therefore. Applicant hereby consents to the release by CCTV of Applicant's name and mailing address to any members of the public, including any governmental agency.

(Applicant's Initials)

(Applicant's Signature)

(Date)

(CCTV Production Manager)

(Date)

Administrative Services Bulletin 103.1.txt
CONTRA COSTA COUNTY
Office of the County Administrator

ADMINISTRATIVE BULLETIN

Number: 103.1
Date: 10-9-74
Section: General

SUBJECT: County Services

County officials and department heads are occasionally asked to provide services or facilities under their control to other organizations, both governmental and non-governmental. County policy concerning the provision of services, space, and equipment is as follows:

Non-governmental agencies. Space, services and/or equipment may be made available if the following conditions are met:

1. The request is made in writing to the Office of the County Administrator.
2. Legality of the request is verified.
3. Approval is granted by the Board of Supervisors after recommendation by the County Administrator.
4. County costs, including overhead, are fully reimbursed.

Governmental agencies. Individual requests, as contrasted to continuing arrangements under authorized Joint Powers Agreements, may be honored if the following conditions are met:

1. Requests are made in writing to the Office of the County Administrator.
2. Approval of the County Administrator is obtained in the case of jurisdictions governed by the Board of Supervisors.
3. Approval is obtained from the County Administrator or Board of Supervisors, in the case of jurisdictions outside the control of the Board, as required by the following criteria:
 - a. Approval by the County Administrator when the value of the service and/or equipment does not exceed \$1,000.
 - b. Approval by the Board of Supervisors when the value of the service and/or equipment exceeds \$1,000.
 - c. In urgent and immediate situations approval may be granted by the County Administrator, subject to later confirmation by the Board of Supervisors, regardless of the value of the services and/or equipment involved.

The Office of the County Administrator shall work out procedures with county departments where necessary so that flexibility of action is possible and delays may be avoided.

Information on the cost of supplying regular or extended county services will be provided by the Office of the County Administrator

Administrative Services Bulletin 103.1.txt
utilizing current, comprehensive cost data. County employees and
officials should avoid quoting information on the cost of county
services.

Reference: Resolution Number 1077 and Number 1078
dated July 24, 1962
Resolution Number 74/799 dated September 3, 1974

/s/ Arthur G. Will
County Administrator